



# State of Minnesota

## Cooperative Agreement

**BECKS ROAD TRAIL CONNECTION MUNICIPAL TRAIL USE EXTENSION  
LAND USE, OPERATIONS, AND MAINTENANCE COOPERATIVE AGREEMENT  
BETWEEN  
THE STATE OF MINNESOTA AND CITY OF DULUTH**

This Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources (the “State”) and City of Duluth, a municipal corporation and political subdivision of the State of Minnesota (the “City”).

### **Recitals**

The Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, Sub. 14, to establish, develop, maintain and operate the Munger State Trail; and

The City has the authority to establish, develop, maintain and operate municipal recreational trail systems; and

Under Minnesota Statutes § 471.59, the State and the City are authorized to enter into agreements to jointly or cooperatively exercise common powers; and

The City has requested the opportunity to develop and operate an equestrian trail connection within the Munger State Trail Corridor between existing municipal equestrian trails in the location shown on **Exhibit A**; and

The State and the City have determined that developing and operating a municipal 0.44 mile equestrian trail connection within the Munger State Trail Corridor and along and adjacent to the existing bituminous surface, multi-use Munger State Trail in the location shown on **Exhibit A** (the “Municipal Equestrian Trail Connection”) is of high priority; and

A resolution of the City Council authorizing the City to enter into this Agreement as shown in **Exhibit B**.

### **Agreement**

#### **1. Term of Agreement**

- 1.1 Effective Date: May 30, 2025 or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: May 30, 2030, except as otherwise provided herein or agreed to in writing by both parties.

## 2. Agreement between the Parties

### 2.1 State's Duties and Responsibilities. The State shall:

- a. Have sole responsibility for the administration, operations, and maintenance required for the Munger State Trail and the Munger State Trail Corridor, including trail bridges and all State Trail associated improvements, developed by the State, except as provided in this Agreement.
- b. Operate and maintain the Munger State Trail throughout the segment of the Munger State Trail Corridor subject to the terms of this Agreement for snowmobile use, between December 1 and April 1 of each year.
- c. Operate and maintain the Munger State Trail and the Munger State Trail Corridor, including trail bridges and trail improvements consistent with all state and federal laws, policy, regulations and rules that may apply to the management, operation and maintenance of facilities of this type.
- d. Provide, install and maintain appropriate trail informational signage for the Munger State Trail and the Munger State Trail Corridor as determined by Department of Natural Resources policy.
- e. Provide technical assistance to the City in relation to the City's installation of signs and equipment required for the Municipal Equestrian Trail Connection.
- f. Review and approve any signs proposed by the City prior to installation within the Munger State Trail Corridor.
- g. Permit the City to review any modifications to the Munger State Trail proposed by the State during the term of this Agreement that may affect the Municipal Equestrian Trail Connection. All modifications as proposed by the State shall meet the applicable requirements of the Americans with Disabilities Act (the "ADA") and all applicable state and federal recreational trail standards.
- h. Develop annual maintenance plans with the City to address specific responsibilities for annual maintenance necessary to address specific needs of the Munger State Trail and the Municipal Equestrian Trail Connection.
- i. Retain ownership of the Munger Trail and the Munger State Trail Corridor and the authority to discontinue all such use should it be determined that the equestrian use is incompatible with the existing State Trail uses or should the City fail to comply with the terms of this Agreement.
- j. Prior to any required relocation, realignment or removal of the Municipal Equestrian Trail Connection, consult with the City in an effort to address and resolve the identified concerns.
- k. The State reserves the right to inspect the Municipal Equestrian Trail Connection at all times to ensure that the City complies with the terms of this Agreement.

### 2.2 City's Duties and Responsibilities. The City, or its designee, shall:

- a. Be permitted to operate, administer, maintain and improve the Municipal Equestrian Trail Connection for use by the public.
- b. Permit the State to review and approve any planned improvements to the Municipal Equestrian Trail Connection proposed by the City. All planned improvements proposed by the City shall meet the applicable requirements of the ADA, as applied to facilities of this type, and all applicable state and federal recreational trail standards.

- c. At such times as the Municipal Equestrian Trail Connection is open to the public, operate the Municipal Equestrian Trail Connection for use by the public for equestrian purposes, and consult with the State prior to opening the trail for additional use.
- d. Provide the State prior notice of the City's activities within the Municipal Equestrian Trail Connection and cooperate with the State on the implementation of appropriate safety measures.
- e. Be solely responsible for damage to the Munger State Trail and the Munger State Trail Corridor resulting from the City's management activities.
- f. Not place any private advertising on any portion of the Municipal Equestrian Trail Connection.
- g. Comply with all local, state and federal laws, regulations, rules and ordinances which may apply to the management, operation, and maintenance of the Municipal Equestrian Trail Connection.
- h. Obtain any permit or license which may be required for the extension of the Municipal Equestrian Trail Connection onto adjacent private or publicly owned lands located adjacent to the Munger State Trail Corridor.
- i. Install appropriate signage for the use of the Municipal Equestrian Trail Connection by the public as approved by the State.
- j. So long as it is open to the public for equestrian use, maintain the Municipal Equestrian Trail Connection and keep it in good and sanitary order in accordance with the City's established practices for maintenance of the City's recreational trails. The State may assist the City with major structural repairs subject to the availability of funding according to the provisions of Article 3.
- k. Follow the guidelines of the State's requirement to prevent or limit the introduction, establishment and spread of invasive species within the Munger State Trail Corridor. The State's specific guidance regarding Invasives Species Prevention and Site Planning and Management can may be found at [http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf).
- l. Conduct all proposed habitat restorations and enhancements consistent with pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. All restorations or enhancement shall be approved by the State.
- m. Reserve the right to inspect the Munger State Trail Corridor at any time to ensure that the State is in compliance with this Agreement.
- n. Upon termination of this Agreement, the City shall restore the segment of the Munger State Trail and Munger State Trail Corridor affected by the City's activities to a condition approved by the State.

### **3. Funding**

The State shall provide funding for its responsibilities under Section 2.1 of this Agreement through the standard internal purchasing process including, but not limited to a separate requisition in which funds will be encumbered. The total obligation of the State for its responsibilities under Section 2.1 of this Agreement shall be limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

#### **4. Authorized Representatives**

The State's Authorized Representative is Mary Straka, Parks and Trails Division Area (2D) Supervisor, Minnesota Department of Natural Resources, 701 S Kenwood Ave, Moose Lake MN 55767 (218) 460-7024.

[Mary.straka@state.mn.us](mailto:Mary.straka@state.mn.us) or their successor.

The City's Authorized Representative is Jessica Peterson, Parks and Recreation Manager, 411 West First Street, Duluth, MN 55802, (218) 730-4300, [parks@duluthmn.gov](mailto:parks@duluthmn.gov) or their successor.

#### **5. Assignment, Amendments, Waiver, and Contract Complete.**

- 5.1 Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### **6. Liability**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

#### **7. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

#### **8. Government Data Practices.**

The City and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the City or the State.

If the Parties receive a request to release the data referred to in this clause, the Parties shall make a good faith effort to notify and consult with the other Party on what is Public Data and how to respond to the request, prior to the release of data under this Agreement. The Party's response to the request shall comply with applicable law.

## 9. **Publicity and Endorsement.**

9.1 **Publicity.** Any publicity initiated by the City regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

9.2 **Endorsement.** The City must not claim that the State endorses its products or services.

## 10. **Termination**

10.1 **Termination.** The State or the City may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

## 11. **Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

## 12. **E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, the City certifies that as of the date of services performed on behalf of the State, the City and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The City is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

13. **Exhibits.** The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

**Exhibit A:** Munger State Trail Segment to be subject to use by the City of Duluth's Municipal Equestrian Trail Connection

**Exhibit B:** City Council Resolution approving the City entering into this Agreement.

(The remainder of this page intentionally left blank.)

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

SWIFT Contract No. \_\_\_\_\_

**2. City**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**City**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**City**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**City**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

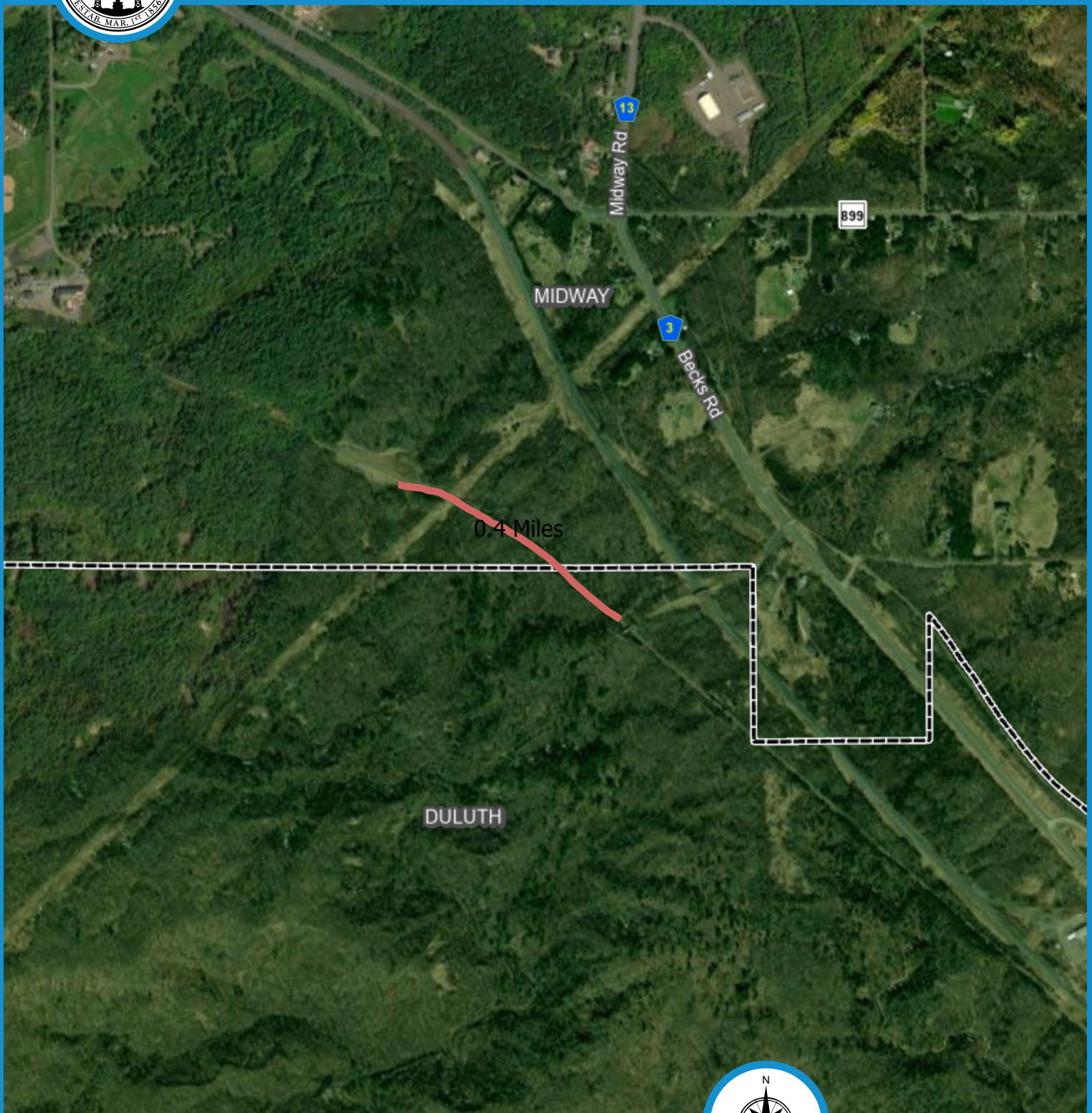
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# County Land Explorer

St. Louis County, Minnesota

**EXHIBIT A**



**City of Duluth Municipal Equestrian Trail, 0.44 miles**



St. Louis County [www.stlouiscountymn.gov/explorer](http://www.stlouiscountymn.gov/explorer) Minnesota

**Disclaimer**

This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein

Map created using County Land Explorer  
[www.stlouiscountymn.gov/explorer](http://www.stlouiscountymn.gov/explorer)

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